

EXHIBIT G-3

No Solicitation of Employees

I agree that for as long as I am employed by the Company and for 12 months after the cessation of my employment I will not recruit, hire or attempt to recruit or hire, directly or by assisting others, any of the Company's employees with whom I had contact during my employment with the Company. For the purposes of this paragraph, "contact" means any interaction whatsoever between the other employee and me.

Arbitration

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel International Private Limited (the Company) or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel International Private Limited and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel International Private Limited will pay all arbitration fees for any claims brought by an employee against Thomas Weisel International Private Limited in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

Agreement

You agree to abide by the terms and practices set forth the in the Thomas Weisel International Private Limited Employee Handbook, including but not limited to all employment policies, standards of conduct, employment-at-will, confidentiality, non-solicitation, and arbitration by signing below.

23/07/07
Date

Karan Gupta
Signature

KARAN GUPTA
Print Name

TWPL00000555

PERSONAL DATA

1. Have you ever been suspended, expelled or otherwise disciplined by any regulatory body or by any such exchange or association; or ever been refused membership therein; or ever withdrawn your application for such a membership? Yes ☒ No (circle one)
2. Have you ever been associated with any organization, as a director, controlling stockholder, partner, officer, employee or other representative of a broker-dealer which has been, or a principal of which has been suspended or expelled from any such exchange or registered association, or was refused membership therein, or withdrew an application for membership; or whose registration as a broker-dealer with the S.E.C. or any state agency has been denied, suspended, or revoked? Yes ☒ No (circle one)
3. Are you now subject to an order of the N.A.S.D. any national securities exchange or the S.E.C. which revokes, suspends, or denies membership or registration? Yes ☒ No (circle one)
4. Have you been named as a "cause" in any action mentioned in the preceding questions taken with respect to a broker-trader? Yes ☒ No (circle one)
5. Have you ever been permanently or temporarily enjoined by an order, judgement or decree from acting as, or being affiliated or employed with an underwriter broker, dealer, investment bank, insurance company or in any connection with the purchase or sales of any securities commodity? Yes ☒ No (circle one)
6. Have you ever been a principal or employee of any corporation, firm, or association which has enjoined temporarily or otherwise from selling or dealing in securities or commodities or functioning as an investment advisor? Yes No (circle one)
7. Are you now or have you ever been subject to an order of the S.E.C. or any other regulatory agencies or associations which bars or suspends you from becoming associated with a broker-dealer? Yes ☒ No (circle one)
8. Are you now or have you ever been aware of a written customer complaint lodged against you for work you performed in the securities industry? If YES, provide details as to the circumstances on the reverse side of this sheet. Yes ☒ No (circle one)
9. If hired, do you plan to engage in, or to be employed by, any other business or business organization? Yes ☒ No (circle one)
10. Have you ever been arrested or convicted of a felony of any kind or of any misdemeanor (except minor traffic offenses)? A conviction will not necessarily disqualify you for the job. If yes, please explain in detail. Yes ☒ No (circle one)
11. Can you, after employment, submit verification of both your identity and authorization to work in the U.S. pursuant to the Immigration Reform Act of 1986 and related issues? NA if not working in a U.S. office. N.A. Yes No (circle one)
12. What banks or brokerage firms do you have securities accounts with?
ICICI BANK

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

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CONDITIONS OF EMPLOYMENT

In the event I may be employed by the Company, I will comply with all the Company's present and subsequent issued policies and procedures as set forth in the company's Handbook, or any other communications distributed to employees. I understand that any employment with the company is at will; that is, I may leave the company at any time for any good reason, and the company may terminate my employment with the company at any time with or without good cause. I also understand that the company retains its discretion to make all other decisions concerning my employment (including decisions regarding demotion, transfers, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decisions) with or without good cause. I understand that none of the policies contained in the company's Handbook alter these terms and that any agreement to the contrary must be in writing and signed by a duly authorized officer of the company. I further understand and agree that no person at the company has any power or authority whatsoever, either actual or implied, to change, modify, or delete the at-will nature of my employment, except in writing signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies. After employment has been granted, the employee must provide proof of a legal right to work in the United States, if employed in a U.S. office.

PERSONAL SECURITIES TRANSACTIONS

All employees are required to disclose to the Compliance Department whether they, or anyone in their household, have any active securities accounts. Failure to disclose outside accounts is grounds for termination. All orders to buy or sell securities for accounts in which employees and their families have an interest must be made through duplicate confirmations to Thomas Weisel Partners LLC unless an exception is made by the Compliance Department.

BONDING

I understand that if I am employed I must be bonded, which is an insurance agreement pledging surety for financial loss caused to the firm by the act of default of a third person. I understand further that failure to be bonded, or cancellation or withdrawal of the bond, regardless of when such an action is taken will be sufficient cause for immediate discharge unless an exception is made by the Compliance Department.

ARBITRATION

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel Partners LLC or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel Partners LLC and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel Partners LLC will pay all arbitration fees for any claims brought by an employee against Thomas Weisel Partners LLC in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

CERTIFICATION

I certify that the foregoing answers are true. I realize that all information furnished by me on this application is important and that the employer may rely on such information in employing me and in continuing my employment. I also realize that any false statement, willful omission, or misrepresentation of fact shall constitute cause for dismissal regardless of when discovered by the Company. I also agree that if employed, I will abide by all the rules and regulations of the Company. I authorize and request any and all of my former employers and other people to furnish to the agency, jurisdiction or organization with which this application is being filed, or any agent acting on its behalf, any information they may have concerning my character, ability, business activities, educational background, general reputation, together with, in the case of former employers, a history of my employment by them and the reasons for the termination thereof. Moreover, I hereby release each such employer and each such other person from any and all liability of whatever nature by the reason of furnishing such information to the agency, jurisdiction or organization or any agent acting on its behalf.

I HAVE READ AND UNDERSTAND THE STATEMENTS CONTAINED IN THE Thomas Weisel Partners LLC APPLICATION, AND I FULLY UNDERSTAND THEM. I HEREBY AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT, AND I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I AM AWARE THAT THIS APPLICATION WILL ONLY BE ACTIVE FOR THIRTY (30) DAYS. UPON EXPIRATION OF (30) DAYS, I KNOW THAT I MUST REAPPLY IF I WISH TO BE CONSIDERED FOR EMPLOYMENT.

Karan Gupta
Signature

KARAN GUPTA
Print Name

23/07/07
Date

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000557



Thomas Weisel Partners
MERCHANT BANKING

Pre-Registration Authorization

I hereby grant permission to Thomas Weisel Partners LLC, of which Thomas Weisel International Private Limited is a branch office, to verify my previous employment, registration, and disciplinary history through the NASD's Central Registration Depository system.

I hereby authorize any federal, state, or municipal agency, or any securities or commodities industry self-regulatory organization (except the United States Internal Revenue Service or other state taxing authorities with respect to confidential information held by them) to make available to Thomas Weisel Partners LLC's authorized agents and employees any information they may have concerning me which they deem relevant in connection with a determination by it to employ me. I hereby release any such entity, their employees and agents, from any and all liability of whatever nature by reason of furnishing such information.

SIGNATURE Karan Gupta

Name (Please Print) KARAN GUPTA

Date 23/07/07

Social Security Number _____

Date of Birth _____ (MM/DD)

REDACTED

TWPL00000558



Thomas Weisel Partners
MERCHANT BANKING

Pre-Hire Authorization

Candidate Name: **KARAN GUPTA**

Date: **23/07/07**

Are you aware of any circumstances that would prohibit you from working in the Securities industry?

_____ Yes ☒ No

If you answered yes, please provide a brief description below of the circumstances.

Karan Gupta
Candidate's Signature

TWPL00000559



Thomas Weisel Partners
MERCHANT BANKING

Memorandum

To: New Employees

From: David A. Baylor

Re: Confidentiality Agreements or Other Restrictive Covenants With Your Former Employer

Many employees in the securities industry have signed agreements restricting the use of their employers' confidential information or the solicitation of their employers' customers or employees. Many of these agreements are by their terms effective for some period of time after termination of employment. ***This is very important: Thomas Weisel Partners wants you to honor and observe all such agreements you may have signed with your previous employers.*** We have prepared this memorandum to provide you with some general advice about how to avoid violating these agreements. Nevertheless, this memorandum is only intended as a guide and is not a substitute for legal advice. If you have any questions or concerns, you should consult with David Baylor regarding your obligations under any specific agreement you may have signed.

Employee Confidentiality Agreements

Most employees have signed agreements under which they promise not to disclose their employer's confidential information or trade secrets to any other person, including any subsequent employer. ***We do not want to benefit from your former employers' confidential information and trade secrets, and we do not want you to use such information as an employee of Thomas Weisel Partners.***

Do ***not*** bring to work, use, or inform other employees of Thomas Weisel Partners about any of the following information from your former employer:

financial and other business information from your former employer that has not been made publicly available;

copies of customer lists or any other confidential information from your former employer;

customers' or clients' financial or other business information or investments; or

databases, customer lists, computer programs or enhancements to programs you used or worked on while an employee of your former employer.

TWPL00000560

*** On your first day of work at Thomas Weisel Partners, we will require written authorization from your previous employer of all written, electronic or physical property or information removed from your previous employer's workplace that you wish to bring to or use during your employment with Thomas Weisel Partners. Please submit any such property or information to Human Resources upon arrival at Thomas Weisel Partners, along with this written authorization.

Agreements Not to Solicit Employees

Some employees have signed agreements under which they promise not to solicit other employees to leave their employer. **Please note:** these agreements often restrict solicitation for a year (or more) *after* you leave the employer.

If you have signed such an agreement, please adhere to the following guidelines during the period of time your agreement is in effect:

Do *not* initiate contact with other employees of your former employer in an attempt to recruit them to join Thomas Weisel Partners.

Unless the agreement specifically precludes you from doing so, it is permissible to inform other employees of your former employer of your decision to leave and let them know the name of your new employer.

If another employee of your former employer contacts you, you may respond to them, but you should not initiate a discussion about their potential future employment with TWP. If they ask you about opportunities at Thomas Weisel Partners, you should refer them to Sandy Miller.

Agreements Not to Solicit Clients or Customers

Some employees have signed agreements under which they promise not to solicit clients or customers of their former employers. **Please note:** these agreements often restrict solicitation for a year (or more) *after* you leave the employer.

If you have signed such an agreement, please adhere to the following guidelines during the period of time your agreement is in effect:

You may make an oral or written announcement to clients that you have left your former employer and joined Thomas Weisel Partners. You may give them your new address and telephone number. You may tell them about your new position and why you decided to join us. Speak of the positives of Thomas Weisel Partners for your career rather than of the negatives of your former employer.

Do not *invite* them to discuss business opportunities or ask questions about working with Thomas Weisel Partners. You may answer questions, but do not invite questions or volunteer information.

Thomas Weisel Partners wants you to take any agreements you may have made with your former employer seriously and to honor them. If you have any questions about such agreements or the above policies of Thomas Weisel Partners, please telephone David Baylor at extension 2507.

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S CONFIDENTIALITY
AGREEMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Confidentiality Agreement Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy.

KARAN GUPTA
Print Name

Karan Gupta
Signature

23/07/07
Date

TWPL00000562

Thomas Weisel Partners LLC

Compliance Policy

It is your responsibility to keep the information on the disclosure statement current at all times. Compliance with Thomas Weisel Partners LLC policy as set forth in the following pages and in the compliance manual is mandatory and will be strictly enforced. A pattern of behavior indicative of continuous disregard for the spirit of the policies of Thomas Weisel Partners LLC will be grounds for termination.

It is the policy of Thomas Weisel Partners LLC that all accounts of partners, employees, and related persons to whom they contribute support or with whom they share residence be disclosed to Thomas Weisel Partners LLC, including the following types of accounts:

- Personal accounts
- Any account in which he or she has an interest (including limited and general partnership interests in partnerships engaged in investing in securities),
- Accounts with an outside manager over which he or she has no investment influence,
- Accounts of third persons over which he or she has investment discretion, regardless of beneficial owner,
- Pension, profit sharing, or IRA accounts

Exceptions to this policy must be approved in advance by the Compliance Department prior to opening the account. New York Stock Exchange rules require that this firm authorizes any other firm to carry such accounts and that we receive duplicate confirmations of any trades made in such accounts, managed by investment advisors. If authorization is granted, Compliance will send written approval to the organization carrying the account. When an exception has been granted, it is the responsibility of the partner/employee to arrange in advance for duplicate confirmation and monthly statements to be sent to Thomas Weisel Partners LLC, c/o Compliance Department. Under no circumstances is any such brokerage account outside this firm to be opened or maintained without the approval of the compliance director. Failure to adhere to this policy will be deemed grounds for dismissal and may result in disciplinary action by regulatory authorities.

Investments in private placements other than those offered through Thomas Weisel Partners LLC also require prior approval of the Compliance Department.

Employment Policy Outside of Thomas Weisel Partners LLC

No Partner or employee may be:

- Engaged in any other business
- Employed by or receive compensation from any other person
- Serve as an officer, director, partner or employee of any other business organization
- Own any stock or have, directly or indirectly, any securities, financial or kindred business (except for publicly traded securities of such businesses), without the prior written approval of the Compliance Director.

It is the Partner or employee's responsibility at all times to disclose any such employment and/or affiliation and to obtain, and to refrain evidence of, such written approval.

At no time may any partner or officer solicit or arrange for third parties to make securities investments other than through Thomas Weisel Partners LLC.

Disclosure Statement

The following is a complete list of accounts outside Thomas Weisel Partners LLC which fall within the Thomas Weisel Partners LLC policies regarding personal investments. (Add additional pages if necessary.)

Outside Accounts

1. Account Name:

None ☒

Account Number:

Firm Name:

Address:

Phone Number:

2. Account Name:

Account Number:

Firm Name:

Address:

Phone Number:

Accounts Managed by Investment Advisors

Name of Advisor:

None ☒

Address:

Phone Number:

Partnerships (Limited and otherwise) Which Invest in Securities in Which You Have an Interest

Name of Partnership:

Are you a limited partner or a general partner?

State your percentage interest:

Name of general partner:

Address:

Can you make or influence securities investments by the partnership?

Other Business in which I am engaged:

Entities by which I am employed or receive compensation:

None ✓

Name of entity:

Affiliation of title:

Business organization in which I am an officer, director, partner or employee:

None ✓

Name of organization:

Title:

Public Company?

Financial interests in any securities, financial or kindred business:

None ✓

Describe:

Financial interests in any foreign financial account:

None ✓

Describe:

Do you own a significant position in any publicly-held company's securities:

None ✓

Describe:

Insider Disclosure FormName KARAN GUPTADate 23/07/07Position RESEARCH ASSOCIATE

Please indicate in the space provided below whether you or any member of your immediate family (parents, mother in law, father in law, husband, wife, brother, sister, brother in law, sister in law, son, daughter, son in law, daughter in law) is an executive officer, director, or a 5% or greater stockholder of a public company.

Please note that disclosing this information does not impact any existing or potential employment.

Family Member: N.A. Relationship: _____Name of Company: N.A.Position: N.A.Family Member: N.A. Relationship: _____Name of Company: N.A.Position: N.A.

I acknowledge that the above statements are true and correct to the best of my knowledge.

Signature: Karan Gupta

Disclosure Statement

I have read and understand Thomas Weisel Partners' policy regarding personal investments and employment outside of Thomas Weisel Partners and have set forth herein all such outside accounts, employment, associations and sources of compensation. I understand that failure to disclose any personal or related accounts, any other sources of employment or compensation as described herein, any affiliations with business organizations, and failure to adhere to the intent and discretions of this policy, may result in my immediate termination from Thomas Weisel Partners LLC.

I acknowledge that I have received a copy of Thomas Weisel Partners employee handbook and compliance handbook and I will read them in their entirety within one week. I also understand that if I have any questions relative to any compliance issues, I will contact the Compliance Director immediately.

Employment with Thomas Weisel Partners is employment at-will. Employment at-will means that employment may be terminated by either you or the company at any time, with or without cause and with or without notice.

Except for employment at-will status, the company reserves the right to revise, modify, delete and/or add to any and all of its policies, procedures, work rules or benefits. All such revisions, modifications, deletions and/or additions must be in writing and must be signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies.

No manager, supervisor or employee of the company has any authority to enter into any agreement for employment for any specified period of time to make any agreement for employment other than at-will. Only the Executive Committee and/or the Chief Financial Officer has the authority to make such agreements, and then only in writing.

Name Printed: KARAN GUPTA

Signature: Karan Gupta

Date: 23/07/07

ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Thomas Weisel Partners LLC Employee Trading Policy. I fully understand its contents and I agree to comply with it. If I have any questions about the application or interpretation of the Thomas Weisel Partners LLC Employee Trading Policy, I will consult with the Legal/Compliance Department.

Please sign and return this acknowledgement into the Human Resources Department. Please call Karen Santos at x. 2762 or Pam Housley at x. 2620 if you have any questions.

Print Name: ~~KA~~ KARAN GUPTA

Signed: Karan Gupta

Dated: 23/07/07

For Internal Use Only

Confidential Reporting of AML Non-Compliance

Employees will report any violations of the firm's AML compliance program to one of the AML Compliance Officers, unless the violations implicate the Compliance Officer, in which case the employee shall report to General Counsel. Such reports will be confidential, and the employee will suffer no retaliation for making them.

**ACKNOWLEDGEMENT OF RECEIPT OF
ANTI-MONEY LAUNDERING POLICY**

I received a copy of the Thomas Weisel Partners LLC Anti-Money Laundering Policy. I agree to read the Policy and to comply with all policies and practices.

Print name: KARAN GUPTA
Signature: Karan Gupta
Date: 23/07/07

Please sign and return to:
Sumer Aulakh
Compliance, SF 36th Floor

**ACKNOWLEDGEMENT OF RECEIPT OF
CHINESE WALL MANUAL**

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

Print name: KARAN GUPTA

Signature: Karan Gupta

Date: 23/07/07

Please sign and return to:
Sumer Aulakh
Compliance, SF 36th Floor

TWPL00000570

ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

TWP is an equal opportunity employer. The Firm has zero tolerance for illegal discrimination. The Firm embraces its responsibility to make employment decisions without regard to race, religious creed, color, age, sex, sexual orientation, national origin, ancestry, marital status, physical or mental disability, medical condition as defined under State law, military service, pregnancy, childbirth and related medical conditions or any other classification protected by federal, state, and local laws and ordinances. Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, discipline, layoff, termination, recruitment advertising, pay and other forms of compensation, training and general treatment during employment. When necessary, we will reasonably accommodate employees and applicants with disabilities and with religious requirements necessitating accommodation.

We strive to maintain a satisfied and productive team of employees. The keys to reaching that goal are effective leadership, competitive compensation and benefits, dedication to the job and close attention to personnel matters.

The Firm does not tolerate harassment of our applicants or employees by another employee, supervisor, or any client, customer, contractor/consultant, or vendor. Harassment of third parties by our employees also is prohibited. Any form of harassment on the basis of race, religious creed, color, age, sex, sexual orientation, marital status, national origin, ancestry, physical or mental disability, medical condition, or any category protected by federal, state or local law is unlawful, a violation of this policy, and will be treated as a disciplinary matter. While it is not easy to define precisely what harassment is, it includes slurs, jokes, teasing and other uninvited verbal, graphic or physical conduct by one individual toward another. We have zero tolerance for harassment and are committed to a workplace free of any harassment.

Harassment Defined. Harassment is unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Examples of harassment include verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically

threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct constitutes harassment when: (1) it has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or (2) it has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) it otherwise adversely affects an individual's employment opportunities.

Sexual Harassment Defined. Sexual harassment can include all of the above actions as well as other unwelcome conduct such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; and (3) such conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive environment. Examples of sexual harassment include:

- unwelcome sexual advances, flirtations, leering, whistling, touching, pinching
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures or comments
- sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies
- visual harassment such as derogatory cartoons, posters and drawings or video clips
- sexually explicit e-mail or voice mail
- unwelcome sexually related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of his or her gender

Harassing conduct is unacceptable in the workplace and any work-related settings such as business trips and business related social functions. The harasser may be someone's supervisor, co-worker, client, customer, vendor or other third party.

Reporting Discrimination or Harassment. We obviously cannot prevent discrimination or harassment unless we are aware that objectionable conduct is occurring. You should promptly report any incident of discrimination or harassment, whether by an employee or a non-employee, to David Baylor at (415) 364-2507 or Liz Crowley at (415) 364-2540. He or she will insure that an investigation is promptly conducted.

Investigation. Every complaint of discrimination or harassment will be investigated as thoroughly and as promptly as possible. We will attempt to keep the investigation confidential to the extent possible. During the investigation we will generally:

- interview the complainant and the alleged discriminator/harasser;
- conduct further interviews as necessary;
- review relevant documents;
- document our findings regarding the complaint;
- document recommended follow-up actions and remedies if warranted; and
- inform the complainant of our findings and, where appropriate, of the remedial action that will be taken.

Discipline. If we determine discrimination, harassment or other inappropriate work place conduct has occurred, we will take appropriate disciplinary and/or remedial action. The appropriate discipline may include written or oral warnings, probation, suspension, reassignment, demotion, or termination. If the offending conduct is the act of a non-employee, we will take action designed to ensure that such conduct is not repeated.

No Retaliation. We prohibit any form of retaliation against individuals who report discrimination, harassment, or unwelcome conduct. We also prohibit any form of retaliation against individuals who cooperate in the investigation of such reports. We will take appropriate disciplinary action for any such retaliation, up to and including discharge.

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Anti-Discrimination and Anti-Harassment Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy. I will report conduct that I believe is harassing or discriminatory to enable the Firm to take action as appropriate.

KARAN GUPTA

Print Name

Karan Gupta

Signature

23/07/07

Date

TWPL00000574

Thomas Weisel Partners, LLC Internet Access Service Policy

PURPOSE

Thomas Weisel Partners, LLC ("TWP") will benefit if Internet access services are used in ways which will build overall system efficiencies, maximize the accessibility of the system, and minimize or eliminate unimportant or improper traffic over the systems. Therefore, TWP would like all users of its Internet /Intranet access service to adhere to certain standards of behavior as a means of achieving these goals.

APPLICABILITY

These standards apply to all TWP employees, consultants, and business associates who use the Internet. TWP reserves the right to change, modify, discontinue, or amend any portion of this policy at any time.

GENERAL GUIDELINES

TWP expects the highest levels of professionalism, courtesy and appropriate behavior from all employees. Please use common sense and good judgment, and adhere to the policies contained herein, when using the Internet access services provided by Thomas Weisel Partners. *The same standards of professionalism apply when using TWP's Intranet capabilities.*

Behavior that could result in disciplinary action

The actions listed below are some examples of behavior which are unacceptable when using TWP's Internet access services. Participation in any of these unacceptable behaviors may be grounds for disciplinary action, ranging from verbal or written warnings to termination or other measures as may be appropriate.

- Using TWP Internet access service for personal gain.
- **Participation in chat rooms and Bulletin Boards**
- Unauthorized attempt to break into computer systems
- Refusal to cooperate with a security investigation
- Transmission of TWP confidential or proprietary information to unauthorized destinations or recipients.
- Sending messages containing threatening or harassing messages
- Copying, transmitting, or receiving copyrighted or licensed software in violation of license or copyright restrictions
- Disclosing TWP user account and or password information to unauthorized people
- Any activity prohibited by Federal, State or Local laws.
- Any activity which disrupts computer systems or networks belonging to TWP or other entities
- Any activity which may be deemed harassment.

Please keep in mind that INTERNET MAIL IS INHERENTLY INSECURE.

TWP employee's emails are reviewed on a random basis by Supervisors and the Compliance Department. You should have no expectation of privacy. As a general rule of thumb: *Don't put it into electronic mail unless you're comfortable seeing it on the six o'clock news. Treat email as you would stationery; our name and goodwill is stamped on it.*

AGREEMENT:

I have read and understood the above guidelines, and will abide by their terms. I accept full responsibility for any use of the TWP Internet Access Service from my computer system accounts.

Karan Gupta
Signature

23/07/07
Date

KARAN GUPTA
Print Name

COMPUTER SOFTWARE

Employees should not load any outside software onto any company owned computer system without the approval of the Information Technology department. The Information Technology department depends on a reliable and secure computer system, and the loading of unauthorized software may cause innumerable and unpredictable problems on the system. Software or hardware not licensed or purchased by Thomas Weisel Partners will not be allowed on the network or supported by the Information Technology department. Please contact the Information Technology department if you have a software or hardware need that specifically addresses your business requirements.

In addition, you may not make copies of software already on our system. Unauthorized duplication of copyrighted computer software violates the law and is contrary to our standards of conduct. We disapprove of such copying and recognize the following principles as a basis for preventing its occurrence:

- We will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.
- We will provide legally acquired software to meet all legitimate software needs in a timely fashion and in sufficient quantities for all our computers.
- We will comply with all license or purchase terms regulating the use of any software we acquire or use.

We will enforce strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

We will not tolerate any employee making unauthorized copies of software. Any employee found copying software other than for back up purposes is subject to disciplinary action. The law protects the exclusive rights of a software copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy. Unauthorized duplication of software is a federal crime. Penalties include fines of as much as \$250,000 and imprisonment up to five years. If you are aware of any illegal copying of software please inform Human Resources or Legal immediately.

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S
COMPUTER SOFTWARE POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Computer Software Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

KARAN GUPTA

Print Name

Karan Gupta

Signature

23/07/07

Date

TWPL00000577

**ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK AND
AGREEMENT TO EMPLOYMENT AT WILL, CONFIDENTIALITY, NON-
SOLICITATION, AND AGREEMENT TO ARBITRATE**

I received a copy of the Thomas Weisel International Private Limited (the Company) Employee Handbook in paper copy I agree to read the Handbook and to comply with all of the Company's various policies and practices. In addition, in consideration for my continued employment, I agree to the following:

Acknowledgement of Receipt of Handbook and Employment-At-Will

I understand that the Employee Handbook is not intended to in any way create a contract of employment, either express or implied. Rather, I understand that employment at the Company is at-will and that the Company and I each have the right to end our employment relationship for any reason at any time, with or without cause.

I also understand that any rules, policies and benefits described in the Employee Handbook may be modified by the Company from time to time, except for the policy of employment-at-will, and that any change to at-will employment can only be made in writing, signed by Mark Fisher on behalf of the Company.

Confidentiality and Trade Secrets

I will not at any time, either during or after the term of my employment with the Company, in any fashion, form or manner, either directly or indirectly, unless expressly consented to in writing by the Company, use, divulge, disclose or communicate to any person or entity any confidential information of any kind, nature or description concerning any matters affecting or relating to TWIPL's business. The definition of "confidential information" is very broad. It includes but is not limited to; computer processes, programs and codes; the names, addresses, buying habits or practices or any Company clients or customers; marketing methods, programs and related data, or other written records used in Company business; compensation paid to other employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential information of, about or concerning TWIPL business, manner of operations, or other data of any kind, nature or description. I understand the above information and items are important, material and confidential trade secrets that affect the successful conduct of Company business and its good will, and that any breach of any term of this section is a material breach of this agreement. All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists or other written and graphic records, and the like, including tangible or intangible computer programs, records and data, affecting or relating to Company business, which I might prepare, use, construct, observe, possess or control, shall be and shall remain the Company's sole property.

I agree that on or before the last day of my employment I will not remove confidential information, whether physical or electronic without the express written permission of Human Resources.

No Solicitation of Customers, Clients, and Prospective Clients

I hereby acknowledge and agree that I will likely be exposed to a significant amount of confidential information concerning the Company's business methods, operations, customers, clients, and prospective clients while employed by the Company, that such information might be retained by me in tangible form or simply retained in my memory, and that the protection of the Company's exclusive rights to such confidential information and trade secrets can best be ensured by means of a restriction on my activities after termination of employment. I agree that all business procured by me while I am employed by the Company and all information about clients and prospective clients are the Company's property. Therefore, for a one-year period following employment termination (whether voluntary or involuntary and with or without cause), I will not solicit, divert or initiate any contact with (or attempt to solicit, divert or initiate contact with) any customer or client of the Company for any commercial or business reason whatsoever.

TWPL00000661

No Solicitation of Employees

I agree that for as long as I am employed by the Company and for 12 months after the cessation of my employment I will not recruit, hire or attempt to recruit or hire, directly or by assisting others, any of the Company's employees with whom I had contact during my employment with the Company. For the purposes of this paragraph, "contact" means any interaction whatsoever between the other employee and me.

Arbitration

To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel International Private Limited (the Company) or the termination of that employment, (collectively the "arbitrable claims"), Thomas Weisel International Private Limited and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act, or any other similar state law, as amended, tort law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel International Private Limited will pay all arbitration fees for any claims brought by an employee against Thomas Weisel International Private Limited in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

Agreement

You agree to abide by the terms and practices set forth the in the Thomas Weisel International Private Limited Employee Handbook, including but not limited to all employment policies, standards of conduct, employment-at-will, confidentiality, non-solicitation, and arbitration by signing below.

19/06/06

Date

Signature

SANDEEP THOMAS MATHEW

Print Name

PERSONAL DATA

1. Have you ever been suspended, expelled or otherwise disciplined by any regulatory body or by any such exchange or association; or ever been refused membership therein; or ever withdrawn your application for such a membership?
Yes ☒ No (circle one)
2. Have you ever been associated with any organization, as a director, controlling stockholder, partner, officer, employee or other representative of a broker-dealer which has been, or a principal of which has been suspended or expelled from any such exchange or registered association, or was refused membership therein, or withdrew an application for membership; or whose registration as a broker-dealer with the S.E.C. or any state agency has been denied, suspended, or revoked?
Yes ☒ No (circle one)
3. Are you now subject to an order of the N.A.S.D. any national securities exchange or the S.E.C. which revokes, suspends, or denies membership or registration?
Yes ☒ No (circle one)
4. Have you been named as a "cause" in any action mentioned in the preceding questions taken with respect to a broker-trader?
Yes ☒ No (circle one)
5. Have you ever been permanently or temporarily enjoined by an order, judgement or decree from acting as, or being affiliated or employed with an underwriter broker, dealer, investment bank, insurance company or in any connection with the purchase or sales of any securities commodity?
Yes ☒ No (circle one)
6. Have you ever been a principal or employee of any corporation, firm, or association which has enjoined temporarily or otherwise from selling or dealing in securities or commodities or functioning as an investment advisor?
Yes ☒ No (circle one)
7. Are you now or have you ever been subject to an order of the S.E.C. or any other regulatory agencies or associations which bars or suspends you from becoming associated with a broker-dealer?
Yes ☒ No (circle one)
8. Are you now or have you ever been aware of a written customer complaint lodged against you for work you performed in the securities industry? If YES, provide details as to the circumstances on the reverse side of this sheet.
Yes ☒ No (circle one)
9. If hired, do you plan to engage in, or to be employed by, any other business or business organization?
Yes ☒ No (circle one)
10. Have you ever been arrested or convicted of a felony of any kind or of any misdemeanor (except minor traffic offenses)? A conviction will not necessarily disqualify you for the job. If yes, please explain in detail.
Yes ☒ No (circle one)
11. Can you, after employment, submit verification of both your identity and authorization to work in the U.S. pursuant to the Immigration Reform Act of 1986 and related issues? NA if not working in a U.S. office.
Yes No (circle one) ☒ NA
12. What banks or brokerage firms do you have securities accounts with?

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000663

CONDITIONS OF EMPLOYMENT

In the event I may be employed by the Company, I will comply with all the Company's present and subsequent issued policies and procedures as set forth in the company's Handbook, or any other communications distributed to employees. I understand that any employment with the company is at will; that is, I may leave the company at any time for any good reason, and the company may terminate my employment with the company at any time with or without good cause. I also understand that the company retains its discretion to make all other decisions concerning my employment (including decisions regarding demotion, transfer, job responsibilities, increases or reductions in pay, bonuses or other compensation, or any other managerial decisions) with or without good cause. I understand that none of the policies contained in the company's Handbook alter these terms and that any agreement to the contrary must be in writing and signed by a duly authorized officer of the company. I further understand and agree that no person at the company has any power or authority whatsoever, either actual or implied, to change, modify, or delete the at-will nature of my employment, except in writing signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies. After employment has been granted, the employee must provide proof of a legal right to work in the United States, if employed in a U.S. office.

PERSONAL SECURITIES TRANSACTIONS

All employees are required to disclose in the Compliance Department whether they, or anyone in their household, have any active securities accounts. Failure to disclose outside accounts is grounds for termination. All orders to buy or sell securities for accounts in which employees and their families have an interest must be made through duplicate confirmations to Thomas Weisel Partners LLC unless an exception is made by the Compliance Department.

BONDING

I understand that if I am employed I must be bonded, which is an insurance agreement pledging surety for financial loss caused to the firm by the act of default of a third person. I understand further that failure to be bonded, or cancellation or withdrawal of the bond, regardless of when such an action is taken will be sufficient cause for immediate discharge unless an exception is made by the Compliance Department.

ARBITRATION

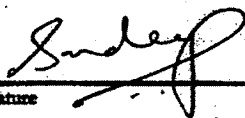
To ensure rapid and economical resolution of any and all disputes, directly or indirectly arising out of, or in any way connected with my employment with Thomas Weisel Partners LLC or the termination of that employment (collectively the "arbitrable claims"), Thomas Weisel Partners LLC and I each agree that any and all such disputes whether of law or fact of any nature whatsoever, shall be resolved by final and binding arbitration under the procedures of the National Association of Securities Dealers, Inc. and/or the New York Stock Exchange, Inc., which procedures will be provided upon your request. In the event that the NASD or NYSE are unable or unwilling to address the concerns of any party in arbitration, the parties will use a neutral arbitrator or panel from JAMS/Endispute. The Arbitrable Claims shall include, but not be limited to any and all such claims related to salary, bonuses, commissions, stock, stock options, or any other ownership interests in Thomas Weisel Partners LLC, vacation pay, fringe benefits, expense reimbursements, severance benefits, or any other form of compensation, claims pursuant to any federal, state or local law or cause of action including, but not limited to the Federal Civil Rights Act of 1964 as amended, the Federal Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the federal Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act, or any other similar state law, as amended, not law, contract law, wrongful discharge, discrimination, fraud, defamation, emotional distress, and all rights we may otherwise have to resolve such Arbitrable Claims by jury trial, by a court, or in any forum other than arbitration, are hereby expressly waived. The arbitrator shall ensure that the parties are able to conduct adequate discovery in order to establish the claims and defenses of the parties and the arbitrator shall have authority to award such damages and remedies, including attorney's fees, available under the applicable statute governing the claim. In addition, the arbitrator shall issue a written decision that states the rationale for the decision and the award, if any. Thomas Weisel Partners LLC will pay all arbitration fees for any claims brought by an employee against Thomas Weisel Partners LLC in arbitration, except that I will be required to pay an initial filing fee that does not exceed the applicable court filing fee.

CERTIFICATION

I certify that the foregoing answers are true. I realize that all information furnished by me on this application is important and that the employer may rely on such information in employing me and in continuing my employment. I also realize that any false statement, willful omission, or misrepresentation of fact shall constitute cause for dismissal regardless of when discovered by the Company. I also agree that if employed, I will abide by all the rules and regulations of the Company. I authorize and request any and all of my former employers and other people to furnish to the agency, jurisdiction or organization with which this application is being filed, or any agent acting on its behalf, any information they may have concerning my character, ability, business activities, educational background, general reputation, together with, in the case of former employees, a history of my employment by them and the reasons for the termination thereof. Moreover, I hereby release each such employer and each such other person from any and all liability of whatever nature by the reason of furnishing such information to the agency, jurisdiction or organization or any agent acting on its behalf.

I HAVE READ AND UNDERSTAND THE STATEMENTS CONTAINED IN THE Thomas Weisel Partners LLC APPLICATION, AND I FULLY UNDERSTAND THEM. I HEREBY AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT, AND I AUTHORIZE INVESTIGATION OF ALL STATEMENTS CONTAINED IN THIS APPLICATION. I AM AWARE THAT THIS APPLICATION WILL ONLY BE ACTIVE FOR THIRTY (30) DAYS. UPON EXPIRATION OF (30) DAYS, I KNOW THAT I MUST REAPPLY IF I WISH TO BE CONSIDERED FOR EMPLOYMENT.

Signature



Print Name

SANDEEP THOMAS MATHEW

Date

19/6/06

Thomas Weisel Partners LLC is an equal opportunity employer. Thomas Weisel Partners LLC will not discriminate with regard to race, religion, veteran status, citizenship, color, creed, sex, marital status, age, national origin, ancestry, medical condition, physical or mental disability, sexual orientation, or any other protected basis made unlawful by federal, state or local law. Certain positions, however, have bona fide occupational qualifications.

TWPL00000664

Thomas Weisel Partners
MERCHANT BANKING

Pre-Hire Authorization

Candidate Name: SANDEEP THOMAS MATHEW

Date: 19/06/06

Are you aware of any circumstances that would prohibit you from working in the Securities industry?

 Yes

 ✓ No

If you answered yes, please provide a brief description below of the circumstances.



Candidate's Signature ✓

TWPL00000665



55/56, Free Press House, 215 Free Press Journal Marg, Nariman Point, Mumbai - 400021

**Information Technology Department
BlackBerry 7290 Sign Out
For Permanent Use**

Date: June 27, 2006

Employee	Sandeep Mathew
Department	Research
Extension No. / Location	6359/ Mumbai

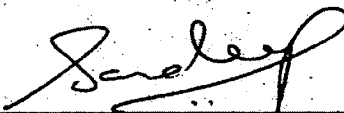
BlackBerry Handheld	7290	
IMEI	357493006501361	
ESN		Rs 20,500
PIN	24FBA088	
Part of package:	1 Installation and User's Guide	-
Total Value of Equipment		Rs 20,500

I, Sandeep Thomas, have been issued the above equipment by Thomas Weisel Partners LLC. This equipment is to be used for business related purposes only. Should my employment with Thomas Weisel Partners LLC terminate for any reason, I understand that I am solely responsible for returning all equipment listed on or before my termination date to Inventory Control. As such I will not transfer, lend or re-deploy this device to anyone else. It is also my responsibility to store the above listed equipment in a lockable and secured cabinet outside business hours. Unsecured equipment may be confiscated.

In the event that this equipment is damaged, lost or stolen as a result of my negligence or if it is not returned immediately upon the request of Thomas Weisel Partners LLC, we reserve the right to withhold any outstanding payments due to me including salary, commissions and bonuses and/or pursue legal action against me to recover losses. On first event of damaged, lost or stolen equipment, payment due will be half the total value of repairing or replacing the equipment. In the event that this equipment is damaged, lost or stolen for a second time and thereafter, payment due will be total value of repairing or replacing the equipment.

Employee Signature:

Date:


 27/6/06

Please return the signed copy to IT dept. and one copy for the employee.

TWPL00000666



Thomas Weisel Partners
MERCHANT BANKING

55/56, Free Press House, 215 Free Press Journal Marg, Nariman Point, Mumbai - 400021

**Information Technology Department
BlackBerry 7290 Sign Out
For Permanent Use**

Date: March 20, 2006

Employee	Sandeep Mathew
Department	Research
Extension No. / Location	6359 / Mumbai

BlackBerry Handheld	7290	
Asset Tag:	104292	
ESN:		\$199
PIN:	23C98C11	
Part of package:	1 Installation and User's Guide	-
Total Value of Equipment		\$199

I, Sandeep Thomas Mathew, have been issued the above equipment by Thomas Weisel Partners LLC. This equipment is to be used for business related purposes only. Should my employment with Thomas Weisel Partners LLC terminate for any reason, I understand that I am solely responsible for returning all equipment listed on or before my termination date to Inventory Control. As such I will not transfer, lend or re-deploy this device to anyone else. It is also my responsibility to store the above listed equipment in a lockable and secured cabinet outside business hours. Unsecured equipment may be confiscated.

In the event that this equipment is damaged, lost or stolen as a result of my negligence or if it is not returned immediately upon the request of Thomas Weisel Partners LLC, we reserve the right to withhold any outstanding payments due to me including salary, commissions and bonuses and/or pursue legal action against me to recover losses. On first event of damaged, lost or stolen equipment, payment due will be half the total value of repairing or replacing the equipment. In the event that this equipment is damaged, lost or stolen for a second time and thereafter, payment due will be total value of repairing or replacing the equipment.

Employee Signature: _____

Date: _____

31/3/06

Please return the signed copy to IT dept. and one copy for the employee.

TWPL00000667

STEP 1 - End User Information

Employee: Sandeep Mathew

Location Mumbai

Date: 3/21/2008

Department: Research

Engineer: William Chiles

STEP 2 - Purpose of Deployment

Reason For Deployment Permanent

If it's a loaner, what is the return date? _____

If it's a replacement indicate below the old asset # and reason for replacement.

Old Asset Number:

Reason for Replacement:

STEP 3: IBM Equipment Asset Information

Equipment	Qty.	Cost Per Unit	Subtotal	Asset Tag	Serial Number
IBM X46 [Small] Laptop: 1.5GHz 512MB 40GB 12.1"		\$0.00	\$0.00		
X46 Docking Station w/DVD		\$0.00	\$0.00		
OR					Last 6 digits for Docking Station
IBM T42 [Large] Laptop: 1.7GHz 1GB 40GB 15" DVD		\$0.00	\$0.00		
T42 Docking Station		\$0.00	\$0.00		
OR					
IBM R52 [Mumble] Laptop: 1.7GHz 1.2GB 40 GB DVD15"	1	\$1,600.00	\$1,600.00	512142	L3CAVG07
R52 Docking Station	1	\$291.00	\$0.00		
IBM Power Adapters	1	\$90.00	\$90.00	N/A	N/A
		Total Value	\$1,690.00		

STEP 4 - End User Agreement Read, Sign, and Date

I have been issued the above equipment by Thomas Weisel Partners LLC. This equipment is to be used for business related purposes only. Should my employment with Thomas Weisel Partners LLC terminate for any reason, I understand that I am solely responsible for returning all equipment listed (Laptop, Port Replicator, and 2 Power Adapters) on or before my termination date to Inventory Control.

As such I will not transfer, lend or re-deploy this laptop to anyone else. It is also my responsibility to store the above listed equipment in a lockable and secured cabinet outside business hours.

In the event that this equipment is damaged, lost or stolen as a result of my negligence or if it is not returned immediately upon the request of Thomas Weisel Partners LLC, we reserve the right to withhold any outstanding payments due to me including salary, commissions and bonuses and/or pursue legal action against me to recover losses.

Employee Signature:

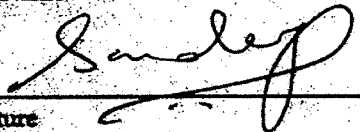
Date:

**RECEIPT OF THOMAS WEISEL PARTNERS LLC'S CONFIDENTIALITY
AGREEMENT POLICY**

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Confidentiality Agreement Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy.

SANDEEP THOMAS MATHEW
Print Name


Signature

17/6/08
Date

Confidential Reporting of AML Non-Compliance

Employees will report any violations of the firm's AML compliance program to one of the AML Compliance Officers, unless the violations implicate the Compliance Officer, in which case the employee shall report to General Counsel. Such reports will be confidential, and the employee will suffer no retaliation for making them.

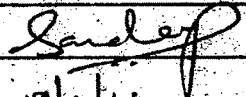
**ACKNOWLEDGEMENT OF RECEIPT OF
ANTI-MONEY LAUNDERING POLICY**

I received a copy of the Thomas Weisel Partners LLC Anti-Money Laundering Policy. I agree to read the Policy and to comply with all policies and practices.

Print name:

SANDEEP THOMAS MATTHEW

Signature:



Date:

19/6/06

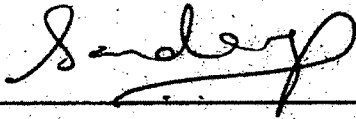
Please sign and return to :
Sumer Aulakh
Compliance, SF 36th Floor

RECEIPT OF THOMAS WEISEL PARTNERS LLC'S ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICY

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Anti-Discrimination and Anti-Harassment Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy. I will report conduct that I believe is harassing or discriminatory to enable the Firm to take action as appropriate.

SANDEEP THOMAS MATHEW
Print Name


Signature

17/6/06
Date

**RECEIPT OF THOMAS WEISEL PARTNERS LLC'S
COMPUTER SOFTWARE POLICY**

I acknowledge that I have received a copy of Thomas Weisel Partners LLC's Computer Software Policy (the "Policy"). I have read it, understand it, and agree to follow the Policy. I understand any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

SANDEEP THOMAS. MATHEW

Print Name


Signature

7/6/06
Date

TWPL00000672

Thomas Weisel Partners, LLC

Internet Access Service Policy

PURPOSE

Thomas Weisel Partners, LLC ("TWP") will benefit if Internet access services are used in ways which will build overall system efficiencies, maximize the accessibility of the system, and minimize or eliminate unimportant or improper traffic over the systems. Therefore, TWP would like all users of its Internet /Intranet access service to adhere to certain standards of behavior as a means of achieving these goals.

APPLICABILITY

These standards apply to all TWP employees, consultants, and business associates who use the Internet. TWP reserves the right to change, modify, discontinue, or amend any portion of this policy at any time.

GENERAL GUIDELINES

TWP expects the highest levels of professionalism, courtesy and appropriate behavior from all employees. Please use common sense and good judgment, and adhere to the policies contained herein, when using the Internet access services provided by Thomas Weisel Partners. *The same standards of professionalism apply when using TWP's Intranet capabilities.*

Behavior that could result in disciplinary action

The actions listed below are some examples of behavior which are unacceptable when using TWP's Internet access services. Participation in any of these unacceptable behaviors may be grounds for disciplinary action, ranging from verbal or written warnings to termination or other measures as may be appropriate.

- Using TWP Internet access service for personal gain.
- Participation in chat rooms and Bulletin Boards
- Unauthorized attempt to break into computer systems
- Refusal to cooperate with a security investigation
- Transmission of TWP confidential or proprietary information to unauthorized destinations or recipients.
- Sending messages containing threatening or harassing messages
- Copying, transmitting, or receiving copyrighted or licensed software in violation of license or copyright restrictions
- Disclosing TWP user account and/or password information to unauthorized people
- Any activity which disrupts computer systems or networks belonging to TWP or other entities
- Any activity which may be deemed harassment

Please keep in mind that INTERNET MAIL IS INHERENTLY INSECURE.

TWP employee's email are reviewed on a random basis by Supervisors and the Compliance Department. You should have no expectation of privacy. As a general rule of thumb: *Don't put it into electronic mail unless you're comfortable seeing it on the six o'clock news. Treat email as you would stationery; our name and goodwill is stamped on it.*

AGREEMENT:

I have read and understood the above guidelines, and will abide by their terms. I accept full responsibility for any use of the TWP Internet Access Service from my computer system accounts.

Signature

Date

SANDEEP THOMAS MATHAN
Print Name

19 | 06 | 06

Disclosure Statement

I have read and understand Thomas Weisel Partners' policy regarding personal investments and employment outside of Thomas Weisel Partners and have set forth herein all such outside accounts, employment, associations and sources of compensation. I understand that failure to disclose any personal or related accounts, any other sources of employment or compensation as described herein, any affiliations with business organizations, and failure to adhere to the intent and discretions of this policy, may result in my immediate termination from Thomas Weisel Partners LLC.

I acknowledge that I have received a copy of Thomas Weisel Partners employee handbook and compliance handbook and I will read them in their entirety within one week. I also understand that if I have any questions relative to any compliance issues, I will contact the Compliance Director immediately.

Employment with Thomas Weisel Partners is employment at-will. Employment at-will means that employment may be terminated by either you or the company at any time, with or without cause and with or without notice.

Except for employment at-will status, the company reserves the right to revise, modify, delete and/or add to any and all of its policies, procedures, work rules or benefits. All such revisions, modifications, deletions and/or additions must be in writing and must be signed by the Executive Committee and/or the Chief Financial Officer of the company. No oral statements or representations can in any way change or alter the provisions of these policies.

No manager, supervisor or employee of the company has any authority to enter into any agreement for employment for any specified period of time to make any agreement for employment other than at-will. Only the Executive Committee and/or the Chief Financial Officer has the authority to make such agreements, and then only in writing.

Name Printed: SANDEEP THOMAS MATHEW

Signature: 

Date: 19/6/06

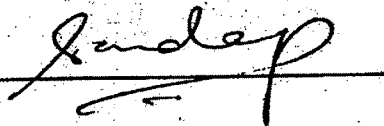
Employee Initials 

ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read the Thomas Weisel Partners LLC Employee Trading Policy. I fully understand its contents and I agree to comply with it. If I have any questions about the application or interpretation of the Thomas Weisel Partners LLC Employee Trading Policy, I will consult with the Legal/Compliance Department.

Please sign and return this acknowledgement into the Human Resources Department. Please call Karen Santos at x. 2762 or Pam Housley at x. 2620 if you have any questions.

Print Name: SANDEEP THOMAS MATHEW

Signed: 

Dated: 19/6/06

For Internal Use Only



Thomas Weisel Partners
MERCHANT BANKING

Pre-Registration Authorization

I hereby grant permission to Thomas Weisel Partners LLC, of which Thomas Weisel International Private Limited is a branch office, to verify my previous employment, registration, and disciplinary history through the NASD's Central Registration Depository system.

I hereby authorize any federal, state, or municipal agency, or any securities or commodities industry self-regulatory organization (except the United States Internal Revenue Service or other state taxing authorities with respect to confidential information held by them) to make available to Thomas Weisel Partners LLC's authorized agents and employees any information they may have concerning me which they deem relevant in connection with a determination by it to employ me. I hereby release any such entity, their employees and agents, from any and all liability of whatever nature by reason of furnishing such information.

SIGNATURE

Name (Please Print) SANDEEP THOMAS MATHEW

Date 19/6/06

Social Security Number _____

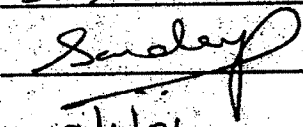
Date of Birth _____ (MM/DD)

REDACTED

TWPL00000676

**ACKNOWLEDGEMENT OF RECEIPT OF
CHINESE WALL MANUAL**

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

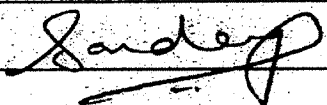
Print name: SANDEEP THOMAS MATHEW
Signature: 
Date: 19/6/06

Please sign and return to :
Sumer Anilakh
Compliance, SF 36th Floor

**ACKNOWLEDGEMENT OF RECEIPT OF
CHINESE WALL MANUAL**

I received a copy of the Thomas Weisel Partners LLC Chinese Wall Manual. I agree to read the Manual and to comply with all policies and practices.

Print name: SANDEEP THOMAS MATHEW

Signature: 

Date: 13/3/07

Please sign and return to :
Sumer Aulakh
Compliance, SF 36th Floor

TWPL00000678

Thomas Weisel Partners LLC

Compliance Policy

It is your responsibility to keep the information on the disclosure statement current at all times. Compliance with Thomas Weisel Partners LLC policy as set forth in the following pages and in the compliance manual is mandatory and will be strictly enforced. A pattern of behavior indicative of continuous disregard for the spirit of the policies of Thomas Weisel Partners LLC will be grounds for termination.

It is the policy of Thomas Weisel Partners LLC that all accounts of partners, employees, and related persons to whom they contribute support or with whom they share residence be disclosed to Thomas Weisel Partners LLC, including the following types of accounts:

- Personal accounts
- Any account in which he or she has an interest (including limited and general partnership interests in partnerships engaged in investing in securities),
- Accounts with an outside manager over which he or she has no investment influence,
- Accounts of third persons over which he or she has investment discretion, regardless of beneficial owner,
- Pension, profit sharing, or IRA accounts

Exceptions to this policy must be approved in advance by the Compliance Department prior to opening the account. New York Stock Exchange rules require that this firm authorizes any other firm to carry such accounts and that we receive duplicate confirmations of any trades made in such accounts, managed by investment advisors. If authorization is granted, Compliance will send written approval to the organization carrying the account. When an exception has been granted, it is the responsibility of the partner/employee to arrange in advance for duplicate confirmation and monthly statements to be sent to Thomas Weisel Partners LLC, c/o Compliance Department. Under no circumstances is any such brokerage account outside this firm to be opened or maintained without the approval of the compliance director. Failure to adhere to this policy will be deemed grounds for dismissal and may result in disciplinary action by regulatory authorities.

Investments in private placements other than those offered through Thomas Weisel Partners LLC also require prior approval of the Compliance Department.

Employment Policy Outside of Thomas Weisel Partners LLC

No Partner or employee may be:

- Engaged in any other business
- Employed by or receive compensation from any other person
- Serve as an officer, director, partner or employee of any other business organization
- Own any stock or have, directly or indirectly, any securities, financial or kindred business (except for publicly traded securities of such businesses), without the prior written approval of the Compliance Director.

It is the Partner or employee's responsibility at all times to disclose any such employment and/or affiliation and to obtain, and to refrain evidence of, such written approval.

At no time may any partner or officer solicit or arrange for third parties to make securities investments other than through Thomas Weisel Partners LLC.

Disclosure Statement

The following is a complete list of accounts outside Thomas Weisel Partners LLC which fall within the Thomas Weisel Partners LLC policies regarding personal investments. (Add additional pages if necessary.)

Outside Accounts

1. Account Name:

None ☒

Account Number:

Firm Name:

Address:

Phone Number:

2. Account Name:

Account Number:

Firm Name:

Address:

Phone Number:

Accounts Managed by Investment Advisors

Name of Advisor:

None ☒

Address:

Phone Number:

Partnerships (Limited and otherwise) Which Invest in Securities in Which You Have an Interest

Name of Partnership:

Are you a limited partner or a general partner?

State your percentage interest:

Name of general partner:

Address:

Can you make or influence securities investments by the partnership?

Other Business in which I am engaged:

Entities by which I am employed or receive compensation:

None ☒

Name of entity:

Affiliation of title: 

Business organization in which I am an officer, director, partner or employee: None ✓

Name of organization:

Title:

Public Company?

Financial interests in any securities, financial or kindred business: None ✓

Describe:

Do you own a significant position in any publicly-held company's securities: None ✓

Describe:

Insider Disclosure FormName SANDEEP THOMAS MATHEWDate 19 | 6 | 06Position RESEARCH ASSOCIATE

Please indicate in the space provided below whether you or any member of your immediate family (parents, mother in law, father in law, husband, wife, brother, sister, brother in law, sister in law, son, daughter, son in law, daughter in law) is an executive officer, director, or a 5% or greater stockholder of a public company.

Please note that disclosing this information does not impact any existing or potential employment.

Family Member: _____ Relationship: _____

Name of Company: _____

Position: _____

Family Member: _____ Relationship: _____

Name of Company: _____

Position: _____

I acknowledge that the above statements are true and correct to the best of my knowledge.

Signature: _____

Employee Initials _____